

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

KING MARKET, INC.,)	
)	Civil Action No. 3:17-cv-00042
Plaintiff,)	
)	Judge Waverly Crenshaw
v.)	
)	Magistrate Judge Barbara Holmes
BB&T INSURANCE SERVICES, INC.)	
and WESTFIELD SERVICES, INC.,)	Jury Demanded
)	
Defendants.)	

FIRST AMENDED COMPLAINT

COMES now the Plaintiff, KING MARKET, INC, by and through counsel, and would allege and show unto this Honorable Court as follows:

1. The Plaintiff, KING MARKET, INC., is a business authorized to, and is doing business in the State of Tennessee.
2. The Defendant, BB&T INSURANCE SERVICES, INC., is a corporation incorporated in the state of North Carolina and may be served with process through its registered agent, C T Corporation System, Suite 2021, 800 S. Gay Street, Knoxville, TN 37929-9710.
3. The Defendant, WESTFIELD SERVICES, INC., is a corporation incorporated in the state of Ohio and may be served with process through its registered agent, C T Corporation System, Suite 2021, 800 S. Gay Street, Knoxville, TN 37929-9710.
4. This action arises out of an insurance contract made in Davidson County, Tennessee, and therefore, this Honorable Court has jurisdiction and venue to hear this cause.

5. David Glisson was employed as an insurance agent for the Defendant, BB&T INSURANCE SERVICES, INC, located at 4400 Harding Road, Suite 400, Nashville, Tennessee 37205.
6. Upon information and belief, David Glisson is no longer employed with BB&T INSURANCE SERVICES, INC.
7. In 1997, David Glisson became the insurance agent for KING MARKET, INC., formerly known as Antioch Fine Jewelry.
8. The Plaintiff, KING MARKET, INC., is a jewelry store with its principal place of business located at 1801 Antioch Pike, Antioch, Tennessee 37013.
9. The Plaintiff, KING MARKET, INC., relied upon the Defendant, BB&T INSURANCE SERVICES, INC., and its agents to obtain adequate insurance for its business.
10. The Defendants, BB&T INSURANCE SERVICES, INC. and/or WESTFIELD SERVICES, INC., obtained a renewal policy of insurance for the Plaintiff, KING MARKET, INC., from Westfield Insurance Company for commercial property coverage bearing policy number CWP 4 071 217 that was in effect on April 12, 2016.
11. The Defendant, WESTFIELD SERVICES, INC., serviced the Plaintiff, KING MARKET, INC.'s insurance policy and handled the annual renewal of the policy, and policy coverage reviews.
12. On or about April 12, 2016, the Plaintiff, KING MARKET, INC., suffered a theft loss resulting in stolen jewelry and gold in the amount of \$394,006.90 and stolen money in the amount of \$30,000.00.

13. The Defendants, BB&T INSURANCE SERVICES, INC. and/or WESTFIELD SERVICES, INC., were responsible for obtaining insurance coverage for KING MARKET, INC. during the period of time in which the theft loss occurred, and were responsible for providing, reviewing, and determining the adequacy of insurance coverage for KING MARKET, INC.
14. The Plaintiff, KING MARKET, INC., reported the theft loss claim to WESTFIELD SERVICES, INC., for theft losses of gold, jewelry, and money.
15. WESTFIELD SERVICES, INC. informed the Plaintiff, KING MARKET, INC., that its policy of insurance had a policy limit for theft of jewelry and gold of \$2,500.00.
16. The Plaintiff, KING MARKET, INC., was unaware that there was a limit on coverage for theft of jewelry or gold of \$2,500.00 until notification from WESTFIELD SERVICES, INC, after the theft loss on April 12, 2016.
17. The policy of insurance obtained by the Defendant, BB&T INSURANCE SERVICES, INC., was grossly inadequate to cover a potential theft loss of the Plaintiff, KING MARKET, INC., with its principal operation as a jewelry store.
18. The policy of insurance provided by the Defendant, WESTFIELD SERVICES, INC., to the Plaintiff, KING MARKET, INC., was grossly inadequate to cover a potential theft loss of the Plaintiff, KING MARKET, INC., with its principal operation as a jewelry store.
19. The Plaintiff, KING MARKET, INC., has operated as a jewelry store since its inception.
20. The Plaintiff, KING MARKET, INC., relied on its agent, David Glisson, and the

Defendant, BB&T INSURANCE SERVICES, INC., to procure adequate insurance coverage for its business to insure it against perils such as theft losses.

21. The Plaintiff, KING MARKET, INC., relied upon the Defendant, WESTFIELD SERVICES, INC., to provide and review its insurance policy and ensure it contained adequate coverage for its businesses.
22. The Defendant, BB&T INSURANCE SERVICES, INC., and its agents received compensation for obtaining insurance coverage for the Plaintiff, KING MARKET, INC.
23. The Defendant, BB&T INSURANCE SERVICES, INC., and its agents failed to exercise reasonable skill, care, and diligence, in obtaining adequate insurance coverage for the Plaintiff, KING MARKET, INC., to insure against a theft loss.
24. The Defendant, BB&T INSURANCE SERVICES, INC., was negligent in securing adequate jewelry and gold theft loss coverage for the Plaintiff, KING MARKET, INC., who operated as a jewelry store.
26. The Defendant, WESTFIELD SERVICES, INC., had knowledge that the Plaintiff, KING MARKET, INC., operated as a jewelry store and was negligent in providing an insurance policy that did not adequately protect the Plaintiff, KING MARKET, INC., from a theft loss of jewelry and gold.
27. The Defendant, WESTFIELD SERVICES, INC., failed to properly review the Plaintiff, KING MARKET, INC.'s insurance policy for adequate coverage.
28. The Defendants, BB&T INSURANCE SERVICES, INC. and WESTFIELD SERVICES, INC., had knowledge that the Plaintiff, KING MARKET, INC., operated as a jewelry store.

29. As a result of the theft loss on April 12, 2016, the Plaintiff, KING MARKET, INC., suffered damages in the amount of \$394,006.90.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff, KING MARKET, INC., prays:

1. That this Complaint be filed, proper process issued, the Defendants, BB&T INSURANCE SERVICES, INC. and WESTFIELD SERVICES, INC., be served, and that the Defendants be required to answer within the time prescribed by law;
2. That the Plaintiff, KING MARKET, INC., be granted a judgment against the Defendants, BB&T INSURANCE SERVICES, INC. and WESTFIELD SERVICES, INC., in the amount of \$394,006.90
3. That the Plaintiff, KING MARKET, INC., be granted prejudgment interest;
4. That the court costs be taxed to the Defendants; and
5. For any further general and/or equitable relief as the justice of this cause may require.

/s/ Robert L. Sands
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CERTIFICATE OF SERVICE

I hereby certify that, on October 5, 2017, I caused a copy of the foregoing First Amended Complaint to be filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Further copies were provided to the parties below via U.S. Mail, postage pre-paid.

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